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RETAINER LETTER AGREEMENT

February 23, 2017

The Judicial Title Insurance Agency LLC
c/o Richard Giliotti, President
800 Westchester Avenue
Suite 340
Rye Brook, NY 10574

Re: Jeniece Ilkowitz and Adam Ilkowitz v. Michael Durand, Marlene Zarfes a/k/a Marlene Durland, Alan C. Pilla, Houlihan Lawrence, Inc., Jane H. Carmody, the Judicial Title Insurance Agency LLC, and ENCO Home Inspections LLC

Dear Mr. Giliotti:

We are pleased to confirm your retention of Adam Leitman Bailey, P.C. ("ALBPC") to provide legal advice and representation to The Judicial Title Insurance Agency LLC in connection with the subject matter of this Retainer Letter Agreement, and ALBPC is pleased to accept such retention and represent your interests in such matter.

The following reflects ALBPC's billing and payment policies and we urge you to read it carefully.

We render invoices and statements on a monthly basis. Our invoices set forth "Time Charges" and "Disbursements" incurred by you. Invoices are directed to you at the above address and are due upon receipt.

The term "Time charges" means an amount equal to the time spent by paralegals and attorneys for services rendered to you. The Time Charges are based on our hourly billing rates for attorneys and paralegals in effect from time to time. Our current hourly

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rates are \$125.00 for paralegals, legal assistant and law clerks, and \$195.00-\$650.00 for attorneys. We may change these rates from time to time, in which event the new rates will be reflected in services rendered after the effective date of the new rates. We divide our hours for billing purposes into six minute intervals.

Monthly invoices also include certain expenses and costs ("Disbursement") made or incurred by us on your account.

We request that you pay ALBPC an initial advance retainer of **\$10,000.00**. Charges will likely exceed the foregoing retainer amount. Retainers are applied against our Time Charges. If, upon completion or termination of our representation of you, our Time Charges and any unpaid Disbursements are less than the remaining balance of a Retainer, the difference is refunded to you within sixty (60) days, without interest. ALBPC may from time to time require that you replenish your retainer to its original amount.

Our monthly invoices indicate the status of a Retainer against our Time Charges. At such time as a Retainer is exhausted, the balance due in that month and monthly thereafter as reflected in your monthly invoices. Failure to object to any bill within thirty (30) days from the mailing shall be deemed an acknowledgement of the amount owed.

If you authorize Adam Leitman Bailey, P.C., to conduct a negotiation or commence a litigation, on your behalf, in connection with the subject matter of this Retainer Letter Agreement, and, if, at the conclusion of any such negotiation or litigation, you become entitled to a money settlement or money judgment in your favor, you agree that ALBPC may direct that the payment of any such money settlement or money judgment be made into ALBPC's attorney's escrow account, and any outstanding Time Charges and/or Disbursements then owed to ALBPC may be deducted from the amount deposited into ALBPC's attorney's escrow account prior to payment to you by ALBPC of the balance due to you from your total money settlement or money judgment.

A lawyer may apply to the Court to withdraw from representing a client when the client deliberately disregards an agreement or obligation to the lawyer as to expenses or fees.

While we are confident that we will receive payment of our invoices in accordance with the foregoing policy, we reserve the right to terminate our representation and discontinue our services to you in the event that payments are not made on a timely basis. Any invoice due and owing for more than thirty days shall be subject to interest at 6% per annum non-compounded and computed on a daily basis. For purposes of calculating interest, all payments shall be deemed made when received by Adam Leitman Bailey, P.C.

Not included within the scope of our representation are appeals from any judgments or orders of the court. Appeals are subject to separate discussion and

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negotiation between our firm and you. Also not included in the scope of this agreement are any services you may request of us in connection with any other matter, action or proceeding unrelated to the subject matter of this Retainer Letter Agreement.

We also reserve the right to terminate our representation and discontinue our services to you if, in our judgment, a conflict of interest arises or other circumstances lead us to conclude that our continued representation is not in the best interest of any party or is otherwise inappropriate. You understand that, although ALBPC will use its best professional judgment in the prosecution or defense of this claim, ALBPC cannot and does not guarantee any particular outcome or result. You acknowledge receipt of a two page "Statement of Client's Rights and Responsibilities" together with a copy of this Retainer Letter Agreement.

Of course, you may terminate ALBPC's representation at any time, in your sole discretion. If you terminate our representation, we will fully cooperate with you in transferring your files to you or to another law firm designated by you (upon receipt of written instructions from you to that effect), provided you have paid all outstanding invoices in full and made payment arrangements for all unbilled Time Charges and Disbursements, if any. Otherwise, we reserve our rights, if any; to impose a lien on your files in our possession until a satisfactory payment arrangement is agreed upon.

ALBPC will retain your file for seven years following our representation; unless you have requested it from us within that time, it will be destroyed in the regular course of business.

All of our services in this matter will end, unless otherwise agreed upon in writing, signed by us, when there is either a final agreement or settlement, or a decision or judgment by a court, regarding the subject matter of this Retainer Letter Agreement. At that time all unpaid fees will become due and payable.

You agree that this Retainer Letter Agreement shall be governed by the laws of the State of New York and shall be subject to enforcement, in such manner as those laws provide. Any controversy or claim arising out of or relating to this retainer contract, or the breach thereof, or any other matter, shall be settled by arbitration administered by the New York County Lawyers Association (NYCLA) or if they will not take the case, the American Arbitration Association. The place of arbitration shall be in New York, New York. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

The parties to this agreement agree that in the event a dispute should arise as to the attorney's fee for legal services, they will resolve the fee dispute by arbitration. The parties agree to be bound by the decision of the arbitrator(s) and agree to waive their rights to reject the arbitrator(s) award.

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We invite and encourage you to discuss our billing and payment policies with me at any time. Such discussions are particularly important if you believe you have a billing and payment arrangement other than the policies set forth above. Please take note that we are not bound by any billing or payment arrangement contrary to our established policies unless the firm agrees to it in writing.

Please note that we are not your lawyers and will not work on your case until we have received both a countersigned retainer letter and the retainer amount set forth above.

If the above accurately reflects your understanding of our billing and payment policy and our retention agreement with you, please sign the enclosed copy of this letter and return it to us in the enclosed self-addressed, pre-stamped envelope.

This Retainer Letter Agreement may be executed in counterparts, and any copy of this Agreement that contains copies of all counterpart signatures shall be deemed a complete document for all purposes, and facsimile signatures, whether transmitted by fax or email, shall be deemed originals for all purposes.

Needless to say, we appreciate this opportunity to be of service to you.

Very truly yours,

ADAM LEITMAN BAILEY, P.C.

By: 

Adam Leitman Bailey, Esq.

ACCEPTED AND AGREED:
The Judicial Title Insurance Agency LLC

By: 

Richard Giliotti, President

STATEMENT OF CLIENT'S RIGHTS: 22 NYCRR 1210.1

1. You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and nonlawyer personnel in your lawyer's office.
2. You are entitled to have your attorney handle your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to discharge your attorney and terminate the attorney-client relationship at any time. (Court approval may be required in some matters, and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge.)
3. You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.
4. You are entitled to be charged reasonable fees and expenses and to have your lawyer explain before or within a reasonable time after commencement of the representation how the fees and expenses will be computed and the manner and frequency of billing. You are entitled to request and receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into any arrangement for fees and expenses that you find unsatisfactory. In the event of a fee dispute, you may have the right to seek arbitration; your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.
5. You are entitled to have your questions and concerns addressed promptly and to receive a prompt reply to your letters, telephone calls, emails, faxes, and other communications.
6. You are entitled to be kept reasonably informed as to the status of your matter and are entitled to have your attorney promptly comply with your reasonable requests for information, including your requests for copies of papers relevant to the matter. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter and make informed decisions regarding the representation.
7. You are entitled to have your legitimate objectives respected by your attorney. In particular, the decision of whether to settle your matter is yours and not your lawyer's. (Court approval of a settlement is required in some matters.)
8. You have the right to privacy in your communications with your lawyer and to have your confidential information preserved by your lawyer to the extent required by law.
9. You are entitled to have your attorney conduct himself or herself ethically in accordance with the New York Rules of Professional Conduct.
10. You may not be refused representation on the basis of race, creed, color, religion, sex, sexual orientation, age, national origin or disability.

Statement of Client's Responsibilities
(As adopted by the Administrative Board of the Courts)

Reciprocal trust, courtesy and respect are the hallmarks of the attorney-client relationship. Within that relationship, the client looks to the attorney for expertise, education, sound judgment, protection, advocacy and representation. These expectations can be achieved only if the client fulfills the following responsibilities:

1. The client is expected to treat the lawyer and the lawyer's staff with courtesy and consideration.
2. The client's relationship with the lawyer must be one of complete candor and the lawyer must be apprised of all facts or circumstances of the matter being handled by the lawyer even if the client believes that those facts may be detrimental to the client's cause or unflattering to the client.
3. The client must honor the fee arrangement as agreed to with the lawyer, in accordance with law.
4. All bills for services rendered which are tendered to the client pursuant to the agreed upon fee arrangement should be paid promptly.
5. The client may withdraw from the attorney-client relationship, subject to financial commitments under the agreed to fee arrangement, and, in certain circumstances, subject to court approval.
6. Although the client should expect that his or her correspondence, telephone calls and other communications will be answered within a reasonable time frame, the client should recognize that the lawyer has other clients equally demanding of the lawyer's time and attention.
7. The client should maintain contact with the lawyer, promptly notify the lawyer of any change in telephone number or address and respond promptly to a request by the lawyer for information and cooperation.
8. The client must realize that the lawyer need respect only legitimate objectives of the client and that the lawyer will not advocate or propose positions which are unprofessional or contrary to law or the Lawyer's Code of Professional responsibility.
9. The lawyer may be unable to accept a case if the lawyer has previous professional commitments which will result in inadequate time being available for the proper representation of a new client.
10. A lawyer is under no obligation to accept a client if the lawyer determines that the cause of the client is without merit, a conflict of interest would exist or that a suitable working relationship with the client is not likely.